

Canal Winchester

*Town Hall
10 North High Street
Canal Winchester, OH 43110*



Meeting Agenda

January 22, 2019

6:00 PM

Council Work Session

Mike Walker – Chair

Jill Amos

Will Bennett

Bob Clark

Mike Coolman

Bruce Jarvis

Patrick Lynch

A. Call To Order**B. Roll Call****C. Also In Attendance**

Matt Peoples, Lucas Haire, Amanda Jackson, Bill Sims, Dick Miller, Steve Smith, Shawn Starcher, Rick Brown, Joe Taylor, Sargent Cassel

D. Reports

Bill Sims -

[19-008](#)

[EMH&T Update](#)

Dick Miller -

Steve Smith -

Shawn Starcher -

Rick Brown -

Joe Taylor -

Sargent Cassel -

E. Request for Council Action

[RES-19-002](#)

Public Service

A Resolution Authorizing The Mayor To Apply For An Ohio Department Of Natural Resources (ODNR) Clean Ohio Trails Fund Grant For Improvements To McGill Park ([Resolution](#))

- Request to move to full Council

[ORD-19-003](#)

Finance

An Ordinance To Authorize The Mayor To Enter Into A Contract For The Prosecution Of Certain Criminal Cases And Certain Civil Division Cases In The Franklin County Municipal Court For The Calendar Year 2019 With The City Of Columbus Attorney's Office ([Ordinance, Exhibit A](#))

- Request to move to full Council

[ORD-19-004](#)

Construction Services

An Ordinance To Authorize The Mayor To Grant A Utility Easement To South Central Power Company For Existing Overhead Electric Utilities On Groveport Rd., West Of Gender Rd ([Ordinance, Exhibit A](#))

- Request to move to full Council

F. Items for Discussion**G. Old/New Business****H. Adjournment**

City of Canal Winchester
Council Working Session
Engineering – Status
1/22/2019

1. **2019 Street Program**

- a. Design Documents Complete
- b. Advertisements for bidding set for 1/23 and 1/30
- c. Bid Opening set for 2/15 @ 12:00 pm

2. **Miscellaneous**

- a. Traffic Study Reviews
 - i. Winchester Boulevard - Complete
 - ii. Friendship Kitchen – Pending Initial Submission
- b. ODOT Safety Funding Application for Gender Road Signal Timing Update
 - i. Authorized to proceed with formal funding request/application
 - ii. Application should be submitted in February
- c. High Street Rail Crossing Replacement
 - i. Ready to begin design
 - ii. 2019 implementation schedule to be established

RESOLUTION NO. 19-002

**A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR AN OHIO DEPARTMENT OF
NATURAL RESOURCES (ODNR) CLEAN OHIO TRAILS FUND GRANT FOR IMPROVEMENTS TO
MCGILL PARK**

WHEREAS, the State of Ohio through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through the State of Ohio Clean Ohio Trails Fund grant program; and

WHEREAS, the City of Canal Winchester desires financial assistance under the Clean Ohio Trails Fund Grant Program for improvements to McGill Park,

WHEREAS, future legislation would establish a Clean Ohio Trails Fund Grant Fund and appropriate the grant funds and necessary city match for the project,

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the City of Canal Winchester approves filing this application for financial assistance.

SECTION 2. That the Mayor is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.

SECTION 3. That the City of Canal Winchester does agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the Clean Ohio Trails Fund Grant Program.

SECTION 4. That this resolution shall take effect and be in force from and after its passage.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ORDINANCE NO. 19-003

AN ORDINANCE TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT FOR THE PROSECUTION OF CERTAIN CRIMINAL CASES AND CERTAIN CIVIL DIVISION CASES IN THE FRANKLIN COUNTY MUNICIPAL COURT FOR THE CALENDAR YEAR 2019 WITH THE CITY OF COLUMBUS ATTORNEY'S OFFICE

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to enter into a contract with the City of Columbus Attorney's Office for the prosecution of certain criminal cases in the Franklin County Municipal Court; and

WHEREAS, the City of Columbus Attorney's Office may also provide representation of the Bureau of Motor Vehicles in certain cases in the Civil Division of the Franklin County Municipal Court;

NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

SECTION 1. That the Mayor be authorized to enter into a contract on behalf of the City of Canal Winchester with the City of Columbus Attorney's Office to provide prosecution of certain criminal cases in the Franklin County Municipal Court for the period from January 1, 2019 through December 31, 2019 as detailed in the attached Exhibit A and included herein by reference.

SECTION 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

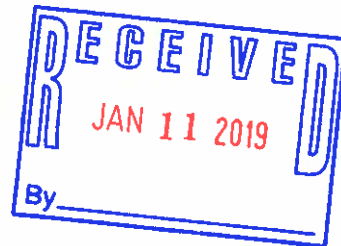
DATE APPROVED _____

APPROVED AS TO FORM:

LAW DIRECTOR

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

FINANCE DIRECTOR/CLERK OF COUNCIL



CONTRACT FOR LEGAL SERVICES

This contract is made this 7th day of January, 2019 by and between the City Attorney of Columbus, Ohio (hereinafter "City Attorney") and the City of Canal Winchester for the prosecution of certain cases in the Franklin County Municipal Court, Criminal Division, for the provision of victim advocacy services by the City Attorney's Prosecutor Division, Domestic Violence/Stalking Unit (hereinafter "DVSU"), and for the representation of the Bureau of Motor Vehicles (hereinafter "BMV") in certain cases before the Franklin County Municipal Court, Civil Division.

SCOPE OF SERVICES:

1. The City Attorney, by and through its personnel in the Prosecutor Division, shall represent the BMV in all cases coming before the Franklin County Municipal Court, Civil Division, arising out of the appeal procedures of Ohio Revised Code Sections 4510.17 and 4510.037, in which the legal representative of the City of Canal Winchester would otherwise have a duty to represent the BMV.
2. The City Attorney, by and through its personnel in the Intake Section of the Prosecution Resources Unit ("PRU") of the Prosecutor Division, shall consult with and advise all persons concerning violations of the criminal statutes of the State of Ohio and/or the Ordinances of the City of Canal Winchester, alleged to have occurred within the jurisdictional limits of the City of Canal Winchester, Franklin County. When appropriate, as determined by PRU personnel, the PRU will assist such individuals in the preparation and filing of complaints charging such offenses, in the sending of warning letters, in the provision of mediation services, and/or in the referring of matters for civil protection orders or to other governmental and/or social services agencies.

CONTRACT TERM:

The term of this Contract shall commence on January 1, 2019, and shall conclude on December 31, 2019, subject to prior termination as hereinafter provided. This Contract may be renewed at the option of both parties before the end date of this Contract.

BILLING AND PAYMENT TERMS:

<u>Services</u>	<u>Flat Fee</u>
Case with BMV Hearing(s)	\$30
Intake Services	\$30

- This billing structure shall apply to:
 - Intake services provided on or after January 2, 2019;

- BMV Hearings scheduled on or after January 1, 2019;
- Our office will bill your municipality on a quarterly basis and full payment is required within 90 days of the invoice date.
- Any cases/intake services/appeals commencing prior to January 1, 2019 shall be subject to the terms of the 2019 contract with our office.

TERMINATION:

Notwithstanding anything to the contrary in this Contract, both parties may terminate this Contract without liability upon written notice to the other party at least 30 days prior to termination.

APPLICABLE LAW:

The parties hereto agree that this Contract and the performance hereunder shall be construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have signed this Contract on the day and year written above.

CITY OF COLUMBUS, OHIO

By: Zach Klein
Zach Klein, City Attorney

CITY OF CANAL WINCHESTER, OHIO

By: _____

ORDINANCE NO. 19-004

AN ORDINANCE TO AUTHORIZE THE MAYOR TO GRANT A UTILITY EASEMENT TO SOUTH CENTRAL POWER COMPANY FOR EXISTING OVERHEAD ELECTRIC UTILITIES ON GROVEPORT RD., WEST OF GENDER RD

WHEREAS, Council hereby finds and determines that it is in the best interest of the City of Canal Winchester to provide a utility easement to South Central Power Company for the purposes of providing electric utility services to properties along Groveport Rd.;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CANAL WINCHESTER, STATE OF OHIO:

Section 1. That the Mayor be and hereby is, authorized to execute on behalf of the City of Canal Winchester an electric utility easement to South Central Power Company, as more fully described in the Electric Line – Right of Way Easement attached hereto as Exhibit A and incorporated herein by reference

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

DATE PASSED _____

PRESIDENT OF COUNCIL

ATTEST _____
CLERK OF COUNCIL

MAYOR

APPROVED AS TO FORM:

DATE APPROVED _____

LEGAL COUNSEL

I hereby certify that the ordinance as set forth above was published for a period of not less than fifteen days after passage by the Council, by posting a copy thereof in not less than three (3) public places in the municipal corporation, as determined by Council and as set forth in the Canal Winchester Charter.

Finance Director/Clerk of Council

ELECTRIC LINE ~ RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (whether one or more), for a good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to SOUTH CENTRAL POWER COMPANY, an Ohio corporation (hereinafter called "South Central") whose address is 2780 Coonpath Rd NW Lancaster Ohio and to its successors and assigns, the right, privilege and easement to enter upon the lands and property of the undersigned, situated in the Township of: Mad, City of CW County of: Franklin State of Ohio, and more particularly described as follows:

Property Owners: City of Canal Winchester
Property Address: West of Gender Road and North of Groveport Road
Map/Location: 110-004-000
Containing: 1.40 acres, 5.927 acres and 3.102 acres more or less
Parcel No: 184-001313-00, 184-000864-00 and 184-0003284-00
Recorded In-Deed Vol: OR Volume
Vms No: Section: 25

Work Order #: none
Page: Initials: TRH
Township No: 11 Range: 21

Easement width shall be 20 feet, 10 feet each side of South Central Power Company's existing electric lines and facilities located on the west side of Gender Road and the north side of Groveport Road.
The approximate location of said electric lines and easement area is depicted on the Exhibit "A" drawing attached hereto and incorporated herein.

The above tracts of land being the same as conveyed to the City of Canal Winchester recorded in Instrument Number 201707110094217, 201402130018810 and 201702280027792 in the Franklin County Recorder's Office.

The right to construct, reconstruct, re-phase, relocate, install, inspect, upgrade, repair, extend, operate and maintain on, over, across, under, and through said lands and property and/or all streets, roads or highways abutting said land and property, electric transmission and/or distribution lines or systems, to make such excavations as may be reasonably necessary to carry out the foregoing acts in respect to any underground lines or systems, to cut, trim, remove and control growth to trees, shrubbery, and vegetation within such right-of-way and any dead weak, leaning or danger trees outside of the right-of-way that may strike the lines or system in falling, by chemical means, machinery or otherwise vegetation that may interfere with or threaten to endanger the operation and maintenance of said lines or systems, together with the right at all times to enter upon said lands for the purpose of inspecting said lines or systems, making repairs, renewals, alterations and extensions thereon, thereunder, thereto and therefrom; also the right of ingress and egress over the property of the undersigned to and from said lines or systems. No tree or trees shall be planted, grown or permitted to grow in such right-of-way, and no other vegetation shall be planted, grown or permitted to grow in such right-of-way that may interfere with Grantee's use and enjoyment; to license, permit or otherwise agree to the joint use or occupancy of the lines or systems by any other person, association or corporation for electrification, telephone or other utility purposes; with the right to assign this easement in whole in part.

No improvement, structure or building shall be built or placed within the easement area, or the level of the ground be changed by excavation or mounding without written consent of the Grantee. Grantee can remove, without compensation to the Grantor, trees, vegetation, improvements, structures or other obstructions within the right-of-way that, in the Grantee's judgment, may interfere with Grantee's use and enjoyment of such right-of-way or the operation and maintenance of such poles, lines or systems, or that may be a safety hazard. South Central shall restore and repair the property owned by the Grantor to the approximate same condition following the completion of any work undertaken in the easement area.

The undersigned agrees that all poles, wires and other facilities including any equipment, installed on, over, across, under, or through said lands and property shall remain the property of South Central, removable at its option, upon termination of service to said lands or property. It is covenanted by the undersigned that the undersigned is the owner of the above described lands and property and that said lands and property are free and clear of encumbrances and liens of whatsoever character except and the lien of current taxes not yet due and payable.

Owner: City of Canal Winchester

BY: _____

Printed Name: _____

Title: _____

State of Ohio, County of:

BE IT REMEMBERED, that on this..... day of, 20 .
before me, the subscriber, a Notary Public in and for said County, personally came the above named
City of Canal Winchester

in the foregoing easement and acknowledged the signing of the same to be a / their
voluntary act and deed, for the uses and purposes therein mentioned.

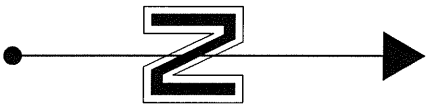
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the
day and year last aforesaid.

.....
Notary

Place notary stamp in box

This instrument prepared by: South Central Power Co., 2780 Coonpath Rd NW, Lancaster, OH
43130 Approved by: BakerHostetler, As to form, 65 East State St. Columbus, OH 43215

EXHIBIT "A"
NOT TO SCALE



WO# NONE

